



WORK AND FAMILY COMMITTEE  
STATE EMPLOYEE DEPENDENT CARE  
PROGRAM

**APPLICATION PACKAGE FOR  
CHILD CARE START-UP  
GRANT: PHASE III**





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For electronic copies of this grant application please visit:  
<http://www.dpa.ca.gov/workingfamilies/home.shtm>



WORK AND FAMILY COMMITTEE  
STATE EMPLOYEE DEPENDENT CARE PROGRAM

## APPLICATION PACKAGE FOR CHILD CARE START-UP GRANT: PHASE III

### PROGRAM INTRODUCTION AND SCOPE

In September of 2000, the State of California Work and Family Labor Management Committee (hereafter called "Committee") published a report of its findings regarding family related issues of importance to State employees. The report found that 74% of California state employees reported problems with finding dependent care. The report recommended that funds be set aside to support the growth of more affordable, quality dependent care services for State employees. A grant fund of \$500,000 has been allocated for the purpose of providing funds for new dependent care facilities (Dependent Care Start-Up Grants), and capital outlay requests for existing facilities that wish to remodel or expand (Dependent Care Expansion Grants).

**This application package is for Phase III of the Child Care Start-Up Grant. Only those Child Care Facilities that have successfully completed the first two phases of the grant application process will be considered for Phase III Funding.** This is the final portion of the funding allotment. The attached materials represent the complete application packet. Grants obtained from this fund are only available to nonprofit corporations in partnership with other government agencies for the purpose of providing day care to the dependents of State employees.

Subsequent Reviews – The corporation will be required to be audited at the end of the 12 to 18 months of operation to ensure that grant monies have been spent in accordance with the legal agreement, that trust funds are properly established, and that fiscal controls are being observed. The corporation board may contact its departmental Work and Family Representative or the Committee's staff to discuss questions or concerns.

## Child Care Start-Up Grant – Phase III Forms Checklist

Applicant Corporation Name: \_\_\_\_\_

Applicants are responsible for accurate, current, and complete information about their organization and the services proposed. Decisions regarding eligible applicants and proposals that are ultimately funded will be based on what applicants provide in their proposals. Therefore, submission of all required documentation must be completed in the manner outlined in this application packet. All pages and attachments must be numbered in sequential order. **PLEASE SUBMIT ONE SIGNED ORIGINAL APPLICATION PACKAGE AND SIX COMPLETE COPIES. INCLUDE THIS PAGE WITH YOUR APPLICATION.**

- ☐ Part I - Applicant Information (2 pages)
- ☐ Part II - Marketing Information (2 pages)
- ☐ Part III - Fiscal Information (5 pages, including completion of Fiscal Function Matrix)
- ☐ Part IV - Grant Expenditure Plan (5 pages)
- ☐ Part V - Required Attachments:
  - Child Care License Issued by the Department of Social Services
  - Employer Identification Number (Federal and State)
  - Program Philosophy
  - Curriculum Policy
  - Center Rules and Guidelines, if any
  - Program Activity Schedule
  - Center Brochure, or other advertising literature
  - Registration/Enrollment Policy and Forms
  - Health/Hygiene Policy and Forms
  - Sample of an Emergency Information Card
  - Parent/Center Contract
  - Employee/Center Contract
  - Personnel Policy Handbook
  - Job Descriptions for Director, Teachers, etc.
  - Employee Evaluation Forms or Description of Evaluation Process
  - Staff Training Policy
  - Certificate of Coverage for Worker's Compensation and Liability Insurance
  - Compliance with any "Special Terms and Conditions" Specified in the Phase I or Phase II Grant Agreements

Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_

I certify that I have reviewed the proposal and all required documents are attached.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**RETURN ONE SIGNED ORIGINAL AND SIX COPIES OF THE COMPLETED APPLICATION TO:**

Department of Personnel Administration  
Attention: Rosanne McHenry  
Work and Family Committee  
1515 "S" Street, North Building, Suite 400  
Sacramento, CA 95814

**GRANT APPLICATION – PHASE III**

This is an application for a Phase III grant from the Work and Family Labor Management Committee to establish childcare services for State employees. The submission of this application does not obligate the Committee to recommend, or the Department of Personnel Administration to approve, funding. If the application is approved for funding, an agreement will be executed between the State of California and the applicant. A Sample Grant Agreement is attached in Appendix I. When funding is authorized, the applicant will be expected to adhere to the requirements set forth in the agreement.

**PART I – APPLICANT INFORMATION**

Corporation Name	Registration No.
Mailing Address	
Board President	Phone No.
Vice President	Phone No.
Secretary/Treasurer	Phone No.
<p>The maximum grant funding for a Child Care Start-up Grant is \$50,000 for all three phases.</p> <p>The Phase III grant funding is \$14,800 - \$16,895. We hereby apply for a Phase III grant of \$ _____ that is supported by our Itemized Expenditure Statement, included in Part V, Grant Expenditure Plan.</p>	
<p><b>CERTIFICATION:</b> I hereby certify that: (a) the information reported in this application and the required attachments are, to the best of my knowledge, complete and accurate; (b) the applicant corporation named in this application has authorized me, as its representative, to submit this application and that such authorization is recorded in the minutes of the corporation's governing board meeting; (c) that the applicant corporation is authorized to do business with the State of California; and (d) no current or former member of the Work and Family Labor/Management Committee is a member of the corporation's Board of Directors.</p>	
Signature of Authorized Representative	Date

The corporation board must consist of at least 51% State employees, and the board must include a representative of labor and a representative of management. Please list below all current corporate board members and complete all applicable columns.

[illegible]

<b>PART II – MARKETING INFORMATION</b>		
1. Specify the licensed capacity of your center, including a breakdown by age group.		
<b>Group</b>	<b>Licensed Capacity</b>	<b>Current Enrollment</b>
Infants		
Toddlers		
Preschoolers		
School Age/Other		
a. What method of advertising/publicity has been used to date? What has been the result?          		
b. Do you have a waiting list? Yes ____ No _____. If yes, please indicate the number of children that are on the list by age group and how many are the dependents of State employees.		
<b>Age Group</b>	<b>Number of Children</b>	<b>Number that are Children of State Employees</b>
Infants		
Toddlers		
Preschoolers		
School Age/Other		
c. If your center is not full and you have no waiting list, please explain what steps you are taking to increase enrollment.          		

2. What State-employee population does your center serve? Please list all children (first names only) in the center, and indicate if the child's parent/guardian is a State employee, and if so, where employed. Attach additional pages if necessary.

[illegible]



PART III – FISCAL INFORMATION	
<p>Someone designated by your State-sponsoring agency will conduct an on-site review of your center’s fiscal records, systems, and general administrative operations. The staff from the Department of Personnel Administration will contact your department Chief of Administration to arrange for this review when this application is received. The person designated by your Chief of Administration will contact your center to coordinate the exact time of his/her visit.</p>	
<p>1. <b>Fiscal Controls</b> - Describe the specific internal fiscal procedures and controls to be employed by the proposed program to ensure that there are adequate checks and balances in place to safeguard assets, and to ensure that no single individual is responsible for disbursement of funds. Discuss each factor listed below.</p>	
<p>a. Accounting system:</p>	
<p>b. System for receipt and disbursement of funds:</p>	
<p>c. Inventory control system:</p>	

**PART III – FISCAL INFORMATION (continued)**

d. Method of collection of fees, including special fees, late charges, etc.:

- e. Now that your center is operating, your fiscal control system should be finalized. Please complete the Fiscal Function Matrix included on the next two pages to indicate how your system works.
- Enter the name of your center at the top.
  - Enter the names of each individual listed (by position) across the top of the matrix. The titles may be adjusted to reflect the correct titles of individuals involved in your facility operations. List all parties who perform any of the functions listed.
  - Indicate, by check mark, all functions performed by each individual.
  - If any function listed is not performed by anyone involved in your facility operations, attach a separate sheet with an explanation of why the function is not performed. *This sheet should be attached directly to the matrix when your application package is submitted.*



FISCAL FUNCTION MATRIX

DEPENDENT CARE FACILITY: \_\_\_\_\_

Accounting/Record Keeping		Employee's Name and Functional Title												
The following are fiscal functions the Committee considers important. Indicate with a check mark all parties who perform each function. If a function is not performed, attach a sheet which explains why.			President	Vice President	Secretary	Treasurer	Cntr. Director	Asst. Director		Head Teacher	Teacher	Bookkeeper	Aide	Other
Maintain Accounting Records														
Maintain Chart of Accounts														
Maintain General Ledger														
Recon. Billings to Expense Acct. in General Ledger														
Maintain Record of Cash Disbursements														
Review Cash Balances														
Retain Source Documents														
Prepare Bank Deposits														
Reconcile Bank Account(s)														
Record Income Received														
Perform Annual Audit														
Prepare Requisitions/Invoices														
Maintain Purchase Receipts														
Record Receipt of Equipment/Supplies														
Maintain Inventory Register														
Perform Annual Inventory														
Prepare Payroll Checks														
Maintain Time/Attendance Records														
Maintain Payroll Tax Records														
Maintain Payroll Register														



FISCAL FUNCTION MATRIX													
DEPENDENT CARE FACILITY: _____													
Receipt/Disbursement of Funds	Employee's Name and Functional Title												
The following are fiscal functions the Committee considers important. Indicate with a check mark all parties who perform each function. If a function is not performed, attach a sheet which explains why.	President	Vice President	Secretary	Treasurer	Cntr. Director	Asst. Director	Head Teacher	Teacher	Bookkeeper	Aide	Other		
RECEIPT OF FUNDS													
Collect Parent Fees													
Receive Donations/Grants													
Receive Other Income													
DISBURSEMENT OF FUNDS													
Orders Food/Supplies/Equipment													
Assign Responsibility for Equipment													
Authorize Expenditures													
Sign Checks													
Distribute Payroll Checks													
Make Monthly Payments													
Pay Taxes													
Make Bank Deposits													
Maintain Petty Cash Fund													
Maintain Inventory Register													

PART V – FACILITY FISCAL INFORMATION

<b>PART III – FISCAL INFORMATION (continued)</b>	
<b>2. Fee Structure -</b>	
a.	Indicate your days and hours of operation. If hours of operation vary from day to day, specify hours of operation for each day. What is the operating policy for Saturdays, Sundays, Holidays, school vacations, etc.?
b.	Do you accommodate other than full-time children at the center? Yes ____ No ____ . If yes, provide details of occupancy variances. Be specific in terms of number of slots to be filled as full-time, part-time, drop-in, etc. Indicate if it varies at different times of the day or days of the week.
c.	Indicate your fee schedule, including any hourly, daily, or weekly rates. (You may attach a copy and reference it, if you prefer.)
d.	Has your fee schedule been structured to allow greater accessibility for low-income families? Yes ____ No ____ . If no, please explain why not. If yes, please provide details.

#### **PART IV – GRANT EXPENDITURE PLAN**

Using the “Itemized Expenditure Statement” that follows, provide a detailed breakdown of your expenditure of the grant funds to date and any anticipated expenditures through Phase III. Expenditures under each category must agree, in general, with the amount allocated to each category shown on the grant breakdown.

Please note that the amount allocated is designed for a center with a minimum of 30 children.

<b>PART IV – GRANT EXPENDITURE PLAN (continued)</b>		
<b>ITEMIZED EXPENDITURE STATEMENT</b>		
<b>PHASE I</b>		
<b>Line Item</b>	<b>Allocated Amount</b>	<b>Actual Expenditure To Date</b>
1. Articles of Incorporation		
• Reserve Name		
• File Articles		
• Preparation, Postage, etc.		
• Other (specify)		
Total		
2. Tax Exempt Filing Fee		
• Application Fee		
• Deposit for Taxes		
• Other (specify)		
Total		
3. Initial Director's Salary (for initial 2 months before opening)		
• Salary Per Month		
• Benefits and Taxes		
• Other (specify)		
Total		
4. Consultant Fees		
• Child Care Expert/Advisor		
• Market Research		
• Attorney		
• Accountant/Bookkeeper		
• Other (specify)		
Total		
5. Board of Directors Insurance		
Total		
6. Advertising/Marketing		
• Advertisements		
• Flyers		
• Notices		
• Other (specify)		
Total		
<b>PHASE I TOTAL</b>	<b>\$10,155</b>	

<b>PART IV – GRANT EXPENDITURE PLAN (continued)</b>		
<b>ITEMIZED EXPENDITURE STATEMENT</b>		
<b>PHASE II</b>		
<b>Line Item</b>	<b>Allocated Amount</b>	<b>Actual Expenditure to Date</b>
1. Telephone Installation		
• Installation & Deposit		
• Internet Service Provider		
• Other (specify)		
Total		
2. Accounting System		
• Computer & Software		
• Checks/Receipts, etc.		
• Other (specify)		
Total		
3. Playground Equipment		
• Climbing Structures		
• Tricycles/Wagons		
• Other (specify)		
Total		
4. Supplies		
• Paper Products		
• Cleaning Supplies		
• Brooms/Mops		
• Diapers		
• Other (specify)		
Total		
5. Classroom Equipment		
• Cots/Mats		
• Tables and Chairs		
• Games/Toys		
• Other (specify)		
Total		
6. Curriculum		
• Books		
• CDs/Tapes		
• Art/Craft Materials		
• Other (specify)		



<b>PART IV – GRANT EXPENDITURE PLAN (continued)</b>		
<b>ITEMIZED EXPENDITURE STATEMENT</b>		
<b>PHASE II (continued)</b>		
<b>Line Item</b>	<b>Allocated Amount</b>	<b>Actual Expenditure to Date</b>
7. Insurance		
• Liability		
• Workers' Compensation		
• Other (specify)		
Total		
8. Memberships/Subscriptions		
• National Association for Education of Young Children (NAEYC)		
• Other (specify)		
Total		
<b>PHASE II TOTAL</b>	<b>\$22,950</b>	

<b>PART IV – GRANT EXPENDITURE PLAN (continued)</b>			
<b>ITEMIZED EXPENDITURE STATEMENT</b>			
<b>PHASE III - First Two Months After Opening</b>			
<i>The amounts shown below are for a center of 30 children, and are provided for your information and guidance. Your actual figures may differ from these suggested amounts. However, your total grant request may not exceed \$50,000.</i>			
<b>Line Item</b>	<b>Allocated Amount</b>	<b>Item Cost</b>	<b>Planned Expenditure</b>
1. Food, Initial First Month			
• Basic Staples			
• Other (specify)			
Total	\$2400 <sup>1</sup>		
2. Director's Salary/Benefits			
• Salary			
• Benefits and Taxes			
• Other (specify)			
Total	7000		
3. Teacher's Salary/Benefits			
• Salary			
• Benefits and Taxes			
• Other (specify)			
Total	5000		
4. Petty Cash Fund			
Total	400		
<b>PHASE III TOTAL</b>	<b>\$14,800 to \$16,895</b>		
<b>Total Phase I – III Maximum Grant</b>	<b>\$47,905 to \$50,000</b>		

<sup>1</sup> This amount is based on \$80 per child for 30 children.

## **PART V – REQUIRED ATTACHMENTS**

Listed below are those items that must be submitted with the Phase III Grant Application. While some of these documents were requested in Phase II, the final versions are now required since your center is in operation. These materials may also be used as a resource in developing guidelines to assist other centers. Please be sure that one copy of the final version of each document is attached.

- Child Care License issued by the Department of Social Services
- Employer Identification Number (Federal and State)
- Program Philosophy
- Curriculum Policy
- Center Rules and Guidelines, if any
- Program Activity Schedule
- Center Brochure, or Other Advertising Literature
- Registration/Enrollment Policy and Forms
- Health/Hygiene Policy and Forms
- Sample of an Emergency Information Card
- Parent/Center Contract
- Employee/Center Contract
- Personnel Policy Handbook
- Job Descriptions for Director, Teachers, etc.
- Employee Evaluation Forms or Description of Evaluation Process
- Staff Training Policy
- Certificate of Coverage for Worker's Compensation and Liability Insurance
- Compliance with any "Special Terms and Conditions" Specified in the Phase I or Phase II Grant Agreements

## APPENDIX I: Sample Grant Agreement with Attachments

### STANDARD AGREEMENT

STATE OF CALIFORNIA

### Sample Agreement Forms: **For Reference Only**

	AGREEMENT NUMBER	AMENDMENT NUMBER
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1.	This Agreement is entered into between the State Agency and the Grantee named below.								
	STATE AGENCY'S NAME California Department Personnel Administration								
	GRANTEE'S NAME «Grantee»								
2.	The term of this Agreement is:                      «StartDate» Through «EndDate»								
3.	The maximum amount                      \$    «Agreement Amount» of this Agreement is: <b>(AGREEMENT AMOUNT IN WORDS)</b>								
4.	<p>The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. This Agreement is entered into by and between the California Department of Personnel Administration and &lt;Grantee&gt; to provide a dependent care center in accordance with the following exhibits which are attached hereto as a part of this Agreement. The Grantee hereby signifies acceptance of this grant award and agrees to administer the grant in accordance with the terms and conditions contained in, or incorporated by reference to, this Agreement, and any applicable statutes or regulations of the State:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Exhibit A – Grant Application Phase III</td> <td style="width: 40%; text-align: right;">Page(s)</td> </tr> <tr> <td>Exhibit B – Grant Agreement Terms and Conditions</td> <td style="text-align: right;">Page (s)</td> </tr> <tr> <td>* Exhibit C – State GTC 103 and CCC 103</td> <td style="text-align: right;">Page (s)</td> </tr> </table>			Exhibit A – Grant Application Phase III	Page(s)	Exhibit B – Grant Agreement Terms and Conditions	Page (s)	* Exhibit C – State GTC 103 and CCC 103	Page (s)
Exhibit A – Grant Application Phase III	Page(s)								
Exhibit B – Grant Agreement Terms and Conditions	Page (s)								
* Exhibit C – State GTC 103 and CCC 103	Page (s)								

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>GRANTEE</b>	<b>CALIFORNIA</b> <b>Department of Personnel</b> <b>Administration</b> <b>Use Only</b>
GRANTEE'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>	
«Grantee»	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS «Address1» «City», «State» «ZipCode»	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME	
California Department of Personnel Administration	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING	
Director, Department of Personnel Administration	
ADDRESS  1515 "S" Street, North Building, Suite 400, Sacramento, CA 95814	
<input type="checkbox"/> Exempt per _____	

# ***For Reference Only***

## ***EXHIBIT B***

### **GRANT AGREEMENT TERMS AND CONDITIONS**

#### **1. PURPOSE**

The purpose of this grant is to help fund the startup of a child care center. The Grantee agrees to use the granted funds in accordance with this Agreement.

#### **2. ACTIVITIES TO BE PERFORMED**

The Grantee agrees to meet all criteria established by the Work and Family Committee and the State Department of Personnel Administration for funding under the Work and Family Dependent Care Child Care Start-Up Grant.

#### **3. PERIOD OF PERFORMANCE**

The term of this Agreement shall be from \_\_\_\_\_ to and including \_\_\_\_\_.

#### **4. COST AND PAYMENT**

The State of California agrees to pay the Grantee an amount **not to exceed \$50,000** in three phases as follows: **initial payment of \$10,155** as soon as possible after this Grant Agreement is signed, a **second payment of \$22,950 within six months**, and a **final payment of between \$14,800 - \$16,895 within one year following a fiscal audit, and a written progress report from Grantee detailing how funds were spent**. This audit and progress report must be accepted by the Work and Family Grant-Giving Subcommittee before the third payment is to be made. Said amounts will be expended in accordance with the spending plan set forth Initial Estimated Operating Budget submitted by the Grantee. The Grantee is liable for any expenditure of granted funds not in accordance with the terms of this agreement.

#### **5. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

#### **6. GENERAL TERMS AND CONDITIONS**

The sheets marked "GTC 103: General Terms and Conditions" and "CCC 103: Contractor Certification Clauses" are attached hereto and by this reference are incorporated herein.

## 7. PROJECT MONITORING AND EVALUATION

The Grantee is subject to monitoring and evaluation by the State for a period of three (3) years after the payment of this Agreement. At a minimum, the Grantee agrees to keep records of all purchases made under this Agreement and to inventory any equipment or materials purchased with these funds. The Grantee shall be subject to examination and audit by an auditor designated by the State for a period of three (3) years after this Agreement is signed.

## 8. FINAL APPROVAL

This Agreement has no force or effect unless approved by the State Department of Personnel Administration.

## 9. DISSOLUTION

On the closing and dissolution of this corporation, after arrangement is made for paying or adequately providing for the debts, liabilities, and obligations of the corporation, the remaining assets purchased with the funds granted herein shall be distributed to one or more childcare organizations which are recommended by the State Department of Personnel Administration and which have established their tax-exempt status under Section 501(c)(3) of the IRS Code.

## ***EXHIBIT C***

### **GTC 103 and CCC 103: GENERAL TERMS AND CONDITIONS AND CERTIFICATION CLAUSES**

**PLEASE NOTE:** In this document the term "Agreement" shall be substituted for the word "Contract", the word "Grantee" shall be substituted for the word "Contractor", and the word "Grant Money" shall be substituted for the word "Payments". Additionally, Paragraphs 13 and 18 do not apply to this Agreement. To view these terms, conditions and clauses on-line please visit: <http://www.documents.dgs.ca.gov/ols/gtc%20103.doc> and <http://www.documents.dgs.ca.gov/ols/ccc-103.doc>

#### **GTC 103**

##### **GENERAL TERMS AND CONDITIONS**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.



15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions: 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ACTIVITIES: For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

## CCC-103

### CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

### **CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE - PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.